

**Grant**

*from*

The United States Of America

USAF/AFMC

AIR FORCE RESEARCH LABORATORY

2310 EIGHTH STREET, BUILDING 167

WRIGHT-PATTERSON AFB OH 45433-7801

*to*

CAGE:

*Concerning*

Agreement No.: SAMPLE-03-1-0002

Total Amount of the Agreement: \$0.00

Government share: \$0.00

Recipient share: \$0.00

Authority:

Effective Date:

Catalog of Federal Domestic Assistance number:

Notice:

For

For the United States of America

\_\_\_\_\_  
Name:

Title:

\_\_\_\_\_  
Grants Officer

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## **1.020 ADMINISTRATIVE RESPONSIBILITIES (NOV 1999)**

(a) Government representatives are:

Grants Officer:

\_\_\_\_\_

Business Point of Contact:

\_\_\_\_\_

Grants Administration Office:

DCMA DAYTON

AREA C BUILDING 30

1725 VAN PATTON DRIVE

WRIGHT-PATTERSON AFB OH 45433-5302

Government Program Manager:

\_\_\_\_\_

Payment Office:

DFAS-CO/NORTH ENTITLEMENT OPER

P O BOX 182266

COLUMBUS OH 43218-2266

Servicing Staff Judge Advocate's office (for invention reporting):

\_\_\_\_\_

(b) Recipient's representatives are:

Recipient's Administrator:

\_\_\_\_\_

Recipient's Program Manager:

\_\_\_\_\_

## **2.020 TERM OF THE AGREEMENT (NOV 1999)**

The term of this agreement is reflected on the award/cover page. If all funds are expended prior to the end of the term (including recipient contributions, both cash and in-kind), the parties have no obligation to continue and may elect to cease performance at that point. Articles in this agreement which by their express terms or by necessary implication, apply for periods of time other than as specified in this article shall be given effect, notwithstanding this article.

## **2.030 TERMINATION (NOV 1999)**

(a) The grants officer may terminate this agreement by written notice to the recipient upon a finding that the recipient has failed to comply with the material provisions of this agreement.

(b) Additionally, this agreement may be terminated by either party upon written notice to the other party. Such written notice shall be preceded by consultation between the parties. If the recipient initiates the termination, written notification shall be provided to the grants officer at least 30 days prior to the requested effective date. The notification shall state the reasons for the termination, the requested

effective date, and, if a partial termination, the portion to be terminated. If the grants officer determines, in the case of a partial termination, that the reduced or modified portion of the award will not accomplish the purpose for which the award was made, the grants officer may terminate the award in its entirety.

(c) The Government and the recipient will negotiate in good faith an equitable reimbursement for work performed toward accomplishment of program goals. The Government will allow full credit to the recipient for the Government share of the obligations properly incurred by the recipient prior to termination, and those non-cancelable obligations that remain after the termination. The cost principles and procedures described in the article entitled "Cost Principles" shall govern all costs claimed, agreed to, or determined under this article.

(d) If this agreement is incrementally funded, it may be terminated in the absence of additional government funding as set forth in the article entitled "Incremental Funding".

(e) In the event of a termination, the Government shall have a paid-up Government purpose license in any subject invention, copyright work, and data made or developed under this agreement.

#### **2.040 EXTENDING THE TERM (NOV 1999)**

If the parties agree, the term of this agreement may be extended if funds are available and research opportunities reasonably warrant. Any extension shall be formalized through modification of the agreement by the grants officer and the recipient.

#### **3.010 SCOPE AND MANAGEMENT OF THE PROGRAM - GRANT (NOV 1999)**

(a) The recipient shall perform a coordinated research and development program carried out in accordance with the Statement of Work entitled \_\_\_\_\_, Attachment 1 to this agreement. The recipient shall submit all documentation required by Part 7, Technical and Financial Reporting.

(b) The recipient is required to obtain prior approvals for situations described in 34.15(c)(1) - 34.15(c)(3).

#### **3.020 PROGRAM MANAGEMENT PLANNING PROCESS (NOV 1999)**

(a) The Program Plan provides a detailed schedule of project activities, commits the recipient to use its best efforts to meet specific performance objectives, and includes forecasted expenditures. The Program Plan will consolidate all prior adjustments in the program schedule.

(b) For the first agreement year, the recipient will follow the plan as set forth in the Statement of Work (or recipient's proposal).

(c) The plan shall be updated, with Government program manager involvement, in each subsequent agreement year to reflect any changes necessary for conducting research.

#### **3.030 MODIFICATIONS (NOV 1999)**

(a) Modifications to this agreement may be proposed by either party. Recipient recommendations for any modifications to this agreement shall be submitted in writing to the Government program manager with a copy to the grants officer. The recipient shall detail the technical, chronological, and financial impact of the proposed modification to the program. Changes are effective only after the agreement has been modified. Only the grants officer has the authority to act on behalf of the Government to modify this agreement.

(b) The grants officer, or administrative grants officer may unilaterally issue minor or administrative agreement modifications (e.g., changes in the paying office or appropriation data, changes to Government personnel identified in the agreement, etc).

#### **4.010 COST PRINCIPLES (NOV 1999)**

The cost principles in 48 CFR 31 and 48 CFR 231 effective on the date of this agreement apply.

#### **4.020 STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS (NOV 1999)**

The recipient shall establish or use existing financial systems that comply with Generally Accepted Accounting Principles (GAAP) and DoDGARs 34.11.

#### **4.030 AUDIT (JUL 2003)**

(a) If the recipient expends \$500,000 or more in one year under Federal awards they shall have an audit performed for that year by an independent auditor, in accordance with DoDGARs 34.16. The audit should be made a part of the regularly scheduled, annual audit of the recipient's financial statements. However, the recipient may have Federal awards separately audited, if it elects to do so unless prohibited by Federal laws or regulations.

(b) The recipient shall provide a copy of the auditor's report to the grants officer and the grants administration office.

#### **4.040 RETENTION AND ACCESS TO RECORDS (NOV 1999)**

Recipient's financial records, supporting documents, statistical records, and all other records pertinent to an award shall be retained and access to them permitted in accordance with DoDGARs 34.42.

#### **4.051 ALLOTTED FUNDING - INCREMENTALLY FUNDED (JUN 2001)**

The following funds are allotted to this agreement:

ACRN(s) FUND CITE(s)	AMOUNT
----------------------	--------

\_\_\_\_\_

#### **PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS:**

This is a multiple funded agreement and additional ACRN(s) will be assigned and payment instructions revised when new accounting classifications are available. Pay in the following order up to the limit specified for each ACRN:

ACRN(s)	AMOUNT
---------	--------

\_\_\_\_\_

#### **4.060 INCREMENTAL FUNDING (NOV 1999)**

(a) The Government's share for full performance of this award is \_\_\_\_\_. Of this amount, \$0.00 is allotted and currently available for payment. In no event is the Government obligated to reimburse the recipient for expenditures in excess of the total funds allotted by the Government. The Government anticipates that from time to time additional amounts will be allotted to this agreement by unilateral modification, until the total Government share is fully funded.

(b) The parties agree that if additional funds are not allotted, this agreement may be terminated. The recipient is not obligated to continue performance or otherwise incur costs in excess of the amount then allotted by the Government to the agreement plus the recipient's corresponding share, until the grants officer notifies the recipient in writing that the amount allotted by the Government has been

increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this agreement. When and to the extent that the amount allotted by the Government to the agreement is increased, any costs the recipient incurs before the increase that are in excess of the amount previously allotted by the Government to the agreement plus the recipient's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the grants officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

#### **4.072 PAYMENT - REIMBURSEMENT (NOV 1999)**

(a) The recipient shall be reimbursed by submitting Requests for Advance or Reimbursement (SF 270s)(or other invoice as agreed to). The original and two copies of each request shall be submitted to the grants administration office.

(b) This award is subject to the electronic funds transfer (EFT) payment method. To be paid, the recipient must submit a Payment Information Form (Standard Form (SF) 3881) to the payment office unless that payment office currently has the information (e.g., bank name and account number) needed to pay the recipient by EFT. The SF-3881 is available at <http://www.onr.navy.mil/02/024/forms/default.htm>.

(c) Final payment will not be made until after receipt of an acceptable final report by the Government program manager.

#### **4.080 PROGRAM INCOME - RESEARCH (NOV 1999)**

(a) All program income earned during the project period shall be added to funds committed to the project by the Government and the recipient and be used to further eligible program objectives.

(b) The recipient has no obligation to the Government for program income earned after the end of the project period.

(c) The recipient will have no obligation to the Government for program income earned from license fees and royalties for copyrighted material, patents patent applications, trademarks and inventions produced under the agreement.

(d) The recipient may deduct costs associated with generating program income from gross income to determine program income, provided these costs are not charged to the agreement.

#### **5.010 CLAIMS, DISPUTES, AND APPEALS (JUN 2001)**

(a) General. Parties shall communicate with one another in good faith and in a timely and cooperative manner when raising issues under this article. Department of Defense (DoD) policy is to resolve issues through discussions and mutual agreement at the grants officer's level prior to submission of a claim. Where unassisted negotiations fail to resolve issues in controversy, the parties agree to consider the use of Alternative Dispute Resolution (ADR) procedures to the maximum extent practicable.

(b) Alternative Dispute Resolution. ADR should be used whenever practicable as a relatively inexpensive and expeditious procedure to resolve issues in controversy. ADR is any mutually agreed to voluntary means of settling issues in controversy without resorting to formal administrative appeals or litigation. ADR techniques shall be mutually agreed to and may be used at any appropriate time during the process.

(c) Claims Resolution Process. When a claim cannot be resolved by the parties, the parties agree to use the procedures identified in DoDGARs 22.815 as the administrative process to resolve claims, disputes and appeals. For purposes of this article the Grant Appeal Authority is \_\_\_\_\_.

(d) Non-exclusivity of Remedies. Nothing in this article is intended to limit a recipient's right to any remedy under the law.

#### **6.020 INVENTIONS (NOV 1999)**

(a) The clause entitled "Patent Rights (Small Business Firms and Nonprofit Organizations (37 CFR 401.14)" is hereby incorporated by reference and the clauses in paragraph 401.14 are modified as follows: replace the word "contractor" with "recipient"; replace the words "agency," "Federal Agency" and "funding Federal Agency" with "government"; replace the word "contract" with "agreement"; delete paragraphs (g)(2), (g)(3) and the words "to be performed by a small business firm or domestic nonprofit organization" from paragraph (g)(1). Paragraph (L), Communication, point of contact on matters relating to this clause will be the servicing Staff Judge Advocate's office.

(b) The recipient shall file Invention (Patent) Reports as of the close of each performance year and at the end of the term for this Agreement. Annual reports are due 60 days after the end of each year of performance and final reports are due 90 days after the expiration of the final performance period. The recipient shall use DD Form 882, Report of Inventions and Subcontracts, to file an inventions report. Negative reports are also required. The recipient shall submit the original and one copy to the servicing Staff Judge Advocate's office, one copy to the grants administration office, and one copy to the grants officer, if different than the grants administration office.

#### **6.030 DATA RIGHTS (NOV 1999)**

(a) All rights and title to data, as defined in 48 CFR 27.401, generated under this agreement shall vest in the recipient.

(b) The recipient hereby grants to the U.S. Government a royalty free, world-wide, nonexclusive, irrevocable license to use, modify, reproduce, release, perform, display or disclose any data for Government purposes.

(c) The recipient is responsible for affixing appropriate markings indicating rights on all data delivered under the agreement. The Government will have unlimited rights in all data delivered without markings.

(d) The recipient shall include this article, suitably modified to identify the parties, in all lower tier contracts and awards, regardless of tier, for experimental, developmental, or research work.

#### **6.040 FOREIGN ACCESS TO TECHNOLOGY (JUN 2001)**

(a) Definitions:

"Foreign firm or institution" means a firm or institution organized or existing under the laws of a country other than the United States, its territories, or possessions. The term includes, for purposes of this agreement, any agency or instrumentality of a foreign government; and firms, institutions or business organizations which are owned or substantially controlled by foreign governments, firms, institutions, or individuals.

"Know-how" means all information including, but not limited to, discoveries, formulas, materials, inventions, processes, ideas, approaches, concepts, techniques, methods, software, programs, documentation, procedures, firmware, hardware, technical data, specifications, devices, apparatus and machines.

"Technology" means discoveries, innovations, know-how and inventions, whether patentable or not, including computer software, recognized under U.S. law as intellectual creations to which rights of ownership accrue, including, but not limited to, patents, trade secrets, mask works, and copyrights developed under this agreement.

(b) General. The parties agree that research findings and technology developments in \_\_\_\_\_ technology may constitute a significant enhancement to the national defense, and to the economic vitality of the United States. Accordingly, access to important technology developments under this agreement by foreign firms or institutions must be carefully controlled. The controls contemplated in this article are in addition to, and are not intended to change or supersede, the provisions of the International Traffic in Arms Regulation (22 CFR pt. 120 et seq.), the DOD Industrial Security Regulation (DOD 5220.22-R) and the Department of Commerce Export Regulation (15 CFR pt. 770 et. seq.).

(c) Restrictions on Sale or Transfer of Technology to Foreign Firms or Institutions.

(1) In order to promote the national security interests of the United States and to effectuate the policies that underlie the regulations cited above, the procedures stated in subparagraphs (c)(2), (c)(3), and (c)(4) below shall apply to any transfer of technology. For purposes of this paragraph, a transfer includes a sale of the company, and sales or licensing of technology. Transfers do not include:

- (i) sales of products or components, or
- (ii) licenses of software or documentation related to sales of products or components, or
- (iii) transfer to foreign subsidiaries of the recipient for purposes related to this agreement, or
- (iv) transfer which provides access to technology to a foreign firm or institution which is an approved source of supply or source for the conduct of research under this agreement provided that such transfer shall be limited to that necessary to allow the firm or institution to perform its approved role under this agreement.

(2) The recipient shall provide timely notice to the Government of any proposed transfer from the recipient of technology developed under this agreement to foreign firms or institutions. If the Government determines that the transfer may have adverse consequences to the national security interests of the United States, the recipient, its vendors, and the Government shall jointly endeavor to find alternatives to the proposed transfer which obviate or mitigate potential adverse consequences of the transfer but which provide substantially equivalent benefits to the recipient.

(3) In any event, the recipient shall provide written notice to the grants officer and the Government program manager of any proposed transfer to a foreign firm or institution at least 60 days prior to the proposed date of transfer. Such notice shall cite this article and shall state specifically what is to be transferred and the general terms of the transfer. Within 30 days of receipt of the recipient's written notification, the grants officer shall advise the recipient whether the Government consents to the proposed transfer. In cases where the Government does not concur or 60 days after receipt and the Government provides no decision, the recipient may utilize the procedures under the article entitled "Claims, Disputes, and Appeals". No transfer shall take place until a decision is rendered.

(4) Except as provided in subparagraph (c)(1) above and in the event the transfer of technology to foreign firms or institutions is not approved by the Government, but the transfer is made nonetheless, the recipient shall (i) refund to the Government the funds paid for the development of the technology and (ii) negotiate a license with the Government to the technology under terms that are reasonable under the circumstances.

(d) Lower Tier Agreements. The recipient shall include this article, suitably modified to identify the parties, in all subcontracts or lower tier agreements, regardless of tier, for experimental, development, or research work.

(e) This article shall remain in effect during the term of the agreement and for \_\_\_\_\_ years thereafter.



#### **7.010 QUARTERLY REPORTS (JUN 2001)**

(a) The recipient shall submit quarterly reports within 30 days after the completion of each quarter throughout the term of this agreement. The first quarter shall commence on the effective date of the agreement. One copy each shall be provided to the following persons as listed in the article entitled Administrative Responsibilities:

- (1) Government Program Manager
- (2) Grants Officer
- (3) Grants Administration Office

(b) The report will have two major sections: the Technical Status Report and the Business Status Report (see (1) and (2), below, respectively).

(1) Technical Status Report. The technical status report will detail technical progress to date and report on all problems, technical issues or major developments during the reporting period.

(2) Business Status Report. The business status report shall provide summarized details of the resource status of this agreement. It shall provide the status of the contributions by both parties including a quarterly accounting of actual and projected expenditures compared to the budgeted. Any major deviations shall be explained with a discussion of proposed actions to address the deviations.

(c) Distribution Statement. In addition to any other required legend, mark all data delivered under this agreement with the following distribution statement that indicates to whom data may be distributed:

\_\_\_\_\_.

#### **7.030 FINAL REPORT (JUN 2001)**

(a) Within 60 days of completion or termination of this agreement, the recipient shall submit a Final Report consisting of two parts, one addressing the technical achievements and the second recapping the business/financial aspects of the agreement. The technical portion of the report should be suitable for publication and is to provide a recap of the program, discussing program accomplishments. With the approval of the Government program manager, reprints of published articles may be submitted or attached to the technical portion of the Final Report. The business portion of the report shall contain a separate discussion of total costs incurred, total costs contributed by each recipient member with an explanation for any deviations from the original business plan.

(b) The original shall be submitted to the Government program manager (for subsequent transmission to the DTIC) and one copy to the agreements officer and one copy to the agreements administration office.

(c) Distribution Statement. In addition to any other required legend, mark all data delivered under this agreement with the following distribution statement that indicates to whom data may be distributed:

\_\_\_\_\_.

#### **8.010 USING TECHNICAL INFORMATION RESOURCES (NOV 1999)**

To the extent practical, the recipient will use the technical information resources of the Defense Technical Information Center (DTIC) and other Government or private facilities to investigate recent and on-going research and avoid needless duplication of scientific and engineering effort.

#### **8.020 ADMINISTRATIVE REQUIREMENTS FOR SUBAWARDS AND CONTRACTS (NOV 1999)**

(a) The recipient shall apply to each subaward the administrative requirements of the DoDGARs applicable to the particular type of subrecipient. DoDGARs part 32 shall be applied to awards to universities or other nonprofit organizations, DoDGARs part 33 shall be applied to awards to state and local governments, and DoDGARs part 34 shall be applied to for-profit entities.

(b) Recipients awarding contracts under this agreement shall assure that contracts awarded contain, as a minimum, the provisions in Appendix A to DoDGARs part 34.

#### **8.030 PROCUREMENT SYSTEM (AUG 2001)**

The recipient's procurement system shall comply with the requirements identified in DoDGARs 34.31.

#### **8.040 CLOSEOUT, ADJUSTMENT, CONTINUING RESPONSIBILITIES AND COLLECTION (AUG 2001)**

Except in cases of termination, closeout, adjustment and collection of amounts due shall be accomplished in accordance with DoDGARs 34.61 through 34.62 and DoDGARs 22.825. Final payment cannot be made nor can the agreement be closed out until the recipient delivers to the Government all disclosures of subject inventions required by this agreement, an acceptable final report pursuant to the article entitled "Final Report," and all confirmatory instruments. The grants officer may make a settlement for any downward adjustments to the Federal share of costs after closeout reports are received

#### **9.010 ASSURANCES (JUN 2001)**

(a) By signing or accepting funds under the agreement, the recipient assures that it will comply with applicable provisions of the following National policies on:

(1) Prohibiting discrimination:

(i) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DoD regulations at 32 CFR part 195;

(ii) On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.) as implemented by Department of Health and Human Services regulations at 45 CFR part 90;

(iii) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56;

(2) The Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 (3 CFR, 1971-1975 Comp., p. 799).

(b) The recipient shall obtain assurances of compliance from contractors and recipients at lower tiers.

#### **9.020 U.S. FLAG AIR CARRIERS (NOV 1999)**

Travel supported by U.S. Government funds under this agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942. (See General Services Administration amendment to the Federal Travel Regulations, Federal Register (Vol 63, No. 219, 63417-63421.)

<u>ATTACHMENTS</u>	<u>PGS</u>	<u>DATE</u>	<u>TITLE</u>
ATTACHMENT 1	0		STATEMENT OF WORK